

**STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS  
OFFICE OF PUBLIC HEALTH  
NUTRITION SERVICES**

**REQUEST FOR PROPOSALS  
FOR  
PASPORT MAINTENANCE AND SUPPORT  
SERVICES**

## **1. REQUEST FOR PROPOSAL**

### **1.1 Purpose of RFP**

The State of Louisiana, Department of Health and Hospitals, Office of Public Health, is issuing this Request for Proposals (RFP) to secure the services of a qualified contractor to provide maintenance and support services for the currently established automated health clinic management system (PASPORT) for the Louisiana Special Supplemental Nutrition Program for Women, Infants and Children (LA WIC).

### **1.2 Background**

The LA WIC Program is administered by Nutrition Services, Center for Preventive Health, Office of Public Health, within the Louisiana Department of Health and Hospitals. Through its network of 128 parish health units and contract clinics in the state, WIC provides supplemental foods, nutrition education, and access to health services for infants, children up to age five, and pregnant, postpartum and breastfeeding women who have a limited income and who have been found to be at nutritional risk. Applicants for the program must be Louisiana residents and have a household income less than 185 percent of the federal poverty guidelines. Applicants who meet these two requirements are given a simple health exam, which includes height, weight, blood iron measurement, and health and diet assessments. An applicant may be determined to be at nutritional risk for physiological reasons or by reason of having an inadequate diet. Program participants receive nutrition education at least twice in each six-month period. Referrals for other health and human services are made as needed. The supplemental foods provided each month include milk, juice, iron-fortified cereal, eggs, dried beans, cheese and peanut butter. Mothers are encouraged to breastfeed their infants. For those infants who are not exclusively breast-fed, WIC provides iron-fortified infant formula. The specific types and quantities of WIC foods for a participant are prescribed by a staff person at the WIC clinic. The "food prescription" for each month is provided in the form of a negotiable draft or "food instrument" (FI), which a program participant takes to one of the 850 authorized retail grocery stores in the state and redeems for the specific items listed on the FI. The FI also states the quantities that must be purchased. The retailer, referred to in the WIC Program as a vendor, charges LA WIC no more than the vendor's usual retail shelf price for the items. The participant signs the FI and the vendor endorses it and deposits it with his daily bank deposit. The FI is processed through normal banking channels, and is cleared through an account maintained by the LA WIC Program specifically for this purpose.

WIC services in most parishes are provided through health units operated by the regional offices of the Office of Public Health (OPH). In some parishes, services are also provided in clinics operated by health and human service agencies under contract with LA WIC. The OPH health units provide other health services along with WIC, using an integrated approach. There are approximately seventy-four (74) OPH Parish Health Units administered by nine regional offices. In addition, there are approximately fifty-four (54) sites administered by thirty (30) contract agencies. In total, the Louisiana WIC Program provides services to about 140,000 participants each month.

Patient Access System Program Operations Reporting and Tracking (PASPORT) is

the WIC Program's patient management and food instrument (FI) issuance system. PASPORT runs on a distributed LAN database which has a clinic independent database server. Participant information is entered by the local clinic site staff and maintained at the site. The sites upload FI issuance data to the state's Baton Rouge Computer Center (BRCC) mainframe periodically via batch process. Because the local sites have to manually send the updates, there are constantly discrepancies between the data at the local level and information maintained on the state mainframe. The PASPORT interface is DOS-based and written in Clipper. Local users may access the state mainframe to search for participants in real time; however, local staff may not edit information directly on the state mainframe.

PASPORT contains the FI issuance data for each WIC participant record. After the FI is redeemed at an authorized food vendor, it is processed through normal banking channels, clearing through an account with a Financial Service Center (WIC bank). The WIC bank provides the redemption data to the BRCC mainframe where the reconciliation between issuance and redemption data occurs. (See Attachment C for further detail on PASPORT and its evaluation)

### **1.3 Contract Duration**

Any contract resulting from this RFP shall be for a one year period with the right to extend for one year increments up to a maximum of three (3) years. The anticipated starting date is September 20, 2004.

### **1.4 RFP Coordinator**

Request for copies of RFP and written inquiries must be directed to the RFP Coordinator listed below:

Laurent Coggerino, Program Manager I  
LA Office of Public Health  
Nutrition Services  
P.O. Box 60630  
New Orleans, LA 70160  
504-568-5065  
fax: 504-568-3065  
e-mail: [lcoggerino@dhh.la.gov](mailto:lcoggerino@dhh.la.gov)

### **1.5 Proposers Inquiries**

OPH will consider written proposer inquiries regarding RFP requirements before the date specified in the Calendar of Events (Section 1.6).

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address, FAX number or e-mail address for Laurent Coggerino by the date specified in the Calendar of Events. Any response to questions will be issued as an addendum to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

**1.6 Schedule of Events** (OPH reserves the right to deviate from this Schedule of Events and events are subject to modification)

<u>Activity</u>	<u>Tentative Schedule</u>
Public Notice of RFP by advertising in official Journal of State and in local newspapers	June 19, 2004
Deadline for receipt of written questions	June 30, 2004
Written response to questions provided by potential Proposers	July 2, 2004
Deadline for receipt of Proposals	July 20, 2004/3:00pm CST
Proposal review committee meets and evaluates proposals	July 22, 2004
Contractor announced: unsuccessful notified by mail	August 16, 2004
Contract negotiated	August 18, 2004
Contract begins	September 20, 2004

**1.7 Definitions**

- a. Contractor – The organization or individual awarded this contract
- b. DHH – Louisiana Department of Health and Hospitals
- c. DOA – Louisiana Division of Administration
- d. FI – Food Instruments are the documents issued by the Louisiana WIC Program specifying the amount and type of food for a WIC participant for a designated time period
- e. Louisiana WIC – The Special Supplemental Nutrition Program for Women, Infants, and Children for the State of Louisiana
- f. OPH – Office of Public Health
- g. Participant – A person who has been found to be eligible to receive benefits from the LA WIC Program; also referred to as a client
- h. PASPORT — Current automated system for doing business in LA WIC (Patient Access System Program Operation Reporting Tracking). See Attachment B for further information regarding the system and environment.
- i. PHAME – Future automated system for conducting business in LA WIC (Public Health Automated Management Enabler)

- j. Proposer – An organization or individual submitting a proposal in response to this RFP
- k. RFP – Request for Proposals
- l. State Agency – LA WIC Program State Agency
- m. State – The State of Louisiana
- n. Site - Unit which administers the WIC Program at the local level
- o. Successful Proposer – The organization or individual selected by Louisiana WIC as the contractor
- p. Vendor – An entity under contract with Louisiana WIC to provide food benefits to WIC participants in exchange for WIC food instruments
- q. WIC – Special Supplemental Nutrition Program for Women, Infants, and Children
- r. WIC Bank – Financial Service Center contracted by the LA WIC Program to process redeemed FIs.

## **1.8 Project Overview**

### **1.8.1 Overview: Project Task**

Contractor will provide maintenance and support services to the LA WIC Program's PASPORT system. Additionally, the LA WIC Program is in the process of developing and implementing a system which will replace PASPORT; the contractor will also provide services to ensure a seamless transition (reference limited to section 1.8.2) to the replacement system (PHAME) by working collaboratively with the PHAME contractor and the Office of Public Health Management Information Systems (OPH-MIS) staff.

### **1.8.2 Objectives/Scope of Work/Deliverables**

- a. Serve as the PASPORT Help Desk, communicating statewide with all LA WIC sites.
- b. Update PASPORT system as needed to continue operation and instruct and communicate with OPH regional Information Technology Specialists on PASPORT updates to be used statewide.
- c. Monitor status and success of upload of WIC participant data from the LA WIC sites.
- d. Maintain a program which analyzes data obtained from BRCC mainframe and reconciles issuance data with redemption data submitted by WIC bank.
- e. Maintain report of the percentage of unreconciled food instruments for the Louisiana Legislative Auditor.
- f. Maintain dedicated WIC server to which all LA WIC sites upload.
- g. Write program language to merge WIC participant data among several WIC sites.
- h. Troubleshoot problems with the MICR printing in the LA WIC sites.

- i. Complete the WIC participant characteristics report in accordance with USDA reporting requirements.
- j. Communicate with WIC Programs in other states (Texas, Arkansas, and Mississippi) in order to develop a system to exchange data for determining dual participation in the program in other states in accordance with USDA Food and Nutrition Services guidelines.
- k. Review PEDNESS data that resides on the mainframe, revise WIC programs as needed to move data into a usable, readable format. Identify errors (e.g. improbable values) and e-mail the final version to the United States Centers for Disease Control.
- l. Assist in the design of a data warehouse, which COGNOS utilizes to build OLAP reports.
- m. Collaborate with PHAME Contractor regarding the migration, testing, and scrubbing of PASPORT data to the PHAME database. As well as, during the implementation phase when five geographic regions are converted to PHAME.
- n. Communicate on a weekly basis with the WIC Bank staff on reconciliation, reporting, and data problems encountered.
- o. Response time should be within four (4) hours of initial call.

#### **1.9 Resources Available to Proposer**

The Office of Public Health (OPH) will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified. Work space is available. Items may not be removed.

#### **1.10 Ownership of RFP**

All proposals become the property of OPH and will not be returned to the proposer. The State of Louisiana shall have the right to use all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once an award is made, all proposals will become subject to the Louisiana Public Record Law.

#### **1.11 Contact Personnel: (Liaison to Louisiana DHH/OPH/Nutrition Services, WIC Program.**

All work is under direct supervision of Laurent Coggerino, Program Manager I.

Laurent Coggerino  
 Department of Health and Hospitals  
 Office of Public Health  
 Nutrition Services  
 P.O. Box 60630  
 New Orleans, LA 70160  
 Phone: 504-568-5065  
 FAX: 504-568-3065  
 e-mail: [lcoggerino@dhh.la.gov](mailto:lcoggerino@dhh.la.gov)

### **1.12 Term of Contract**

The contract shall be an initial one year period. OPH reserves the right to renew or extend the contract for two additional 12 months periods, but is under no obligation to do so. Under no circumstances shall the total contract period exceed 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for the year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

### **1.13 Payment**

The contractor will be paid after submission of itemized bi-weekly invoices stating the number of hours worked and a summary of the tasks performed. The invoice must be approved by the LA WIC Program Manager I or his designee. Invoices will be paid to the contractor no later than 45 calendar days after the State receives the billing.

## **2.0 ADMINISTRATIVE REQUIREMENTS**

### **2.1 RFP Addenda, Cancellation or Re-issuance**

OPH reserves the right to change the calendar of events or issue Addenda to the RFP at any time. OPH also reserves the right to cancel or reissue the RFP.

### **2.2 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by OPH pursuant to the RFP.

### **2.3 Waiver of Administrative Informalities**

OPH reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **2.4 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by OPH to award a contract. OPH reserves the right to accept or reject any or all proposals submitted.

### **2.5 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

## **2.6 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

## **2.7 Cost of Preparing Proposals**

The State is not liable for any costs incurred by prospective Proposers or Contractor prior to issuance of or entering into a Contract. Costs associated with developing the proposal are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

## **2.8 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer.

The State, at its option, has the right to request clarification or additional information from the Proposer.

## **3.0 PROPOSALS**

### **3.1 Proposal Preparation**

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any requirement may result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal must describe the background and capabilities of the proposer and give details on how the services will be provided. It should also include information that will assist the state in determining the level of quality and timelines that may be expected. The successful proposer must work closely and cooperatively with OPH-MIS, OPH Nutrition Services Section, other OPH staff and their contractors as necessary to carry out the duties outlined in this RFP.

- a. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's plan to satisfy the requirements of the RFP.



- b. Proposal Outline – proposers should provide an item by item response based on the following outline:

1. Introduction
2. Understanding of Project Scope/Work Plan
3. Relevant Experience
4. Personnel Qualifications
5. Cost and Pricing Analysis
6. Administrative Data
7. Corporate Financial Condition
8. Assignments
9. Additional Information
10. Warranty Against Cost Disclosure and Broker Fees
11. Location of Active Office with Full Time Personnel

- c. Content Requirement of Proposal Outline Listed Above:

**1. Introduction**

Introduction should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request for Proposals. It should also include the technical specifications of the system/program that is being proposed. This would include:

**2. Understanding of Project Scope, Needs, and Objectives/Work Plan**

This section should state proposer's knowledge and understanding of the needs and objectives of the Office of Public Health and its programs, as related to the scope of this RFP.

Work Plan - The work plan should be presented as follows:

- a. Estimate time involved in completion of tasks;
- b. Identify all assumptions or constraints on tasks;
- c. Identify critical tasks; if subcontractor is to be used, all information required of proposer shall be required of subcontractor
- d. Document adequately describing procedures to protect the confidentiality of records in OPH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

**3. Relevant Experience**

The purpose of this item is to evaluate the relevant experience, resources, and qualifications of the proposer. The proposer should have technical and financial resources for performance or have the ability to obtain such resources as required. All experience under this section should be in sufficient detail, in particular, experience with WIC programs, mainframe, and CLIPPER computer language, to allow an adequate evaluation by the Department. Also, consideration of the magnitude of previous projects with WIC Programs, the proposer should have, within the last 60 months, successfully completed a similar type project, including a description, giving inclusive dates of similar project(s) successfully completed. Proposers should give at least two customer references for projects completed in at least the last 36 months.

References should include the name and telephone number of each contact person. A statement of the proposer's involvement in litigation that could affect this work must be included. Proposers should include statements specifying the extent of responsibility on the projects and a description of the projects' scope and similarity to the projects outlined in this RFP.

#### **4. Personnel Qualifications**

The purpose of this item is to evaluate the qualifications of proposed staff, if applicable, to be assigned to the project. Resumes of key personnel proposed should include:

- a. experience with proposer
- b. previous experience in evaluation, design, and /or implementation of similar programs described in detail
- c. educational background
- d. the following languages, tools and knowledge are required:
  - Languages:
    - Visual Basic
    - Clipper "Summer '87"
    - Clipper 5.x
    - Power Basic
    - HTML (for reporting and web development)
  - Tools:
    - Microsoft Office (notably Access and Excel)
    - GroupWise
    - DameWare (similar to PCAnywhere)
    - 3270 Emulator(s)
    - Dbase Editor(s)
    - Hex Editor(s)
    - Graphics Editor(s) (such as Adobe Photoshop or CorelDraw)
  - Fundamental knowledge of the following is required:
    - Windows NT 4.0, 2000, XP
    - Novell Netware 4.x and above
    - PC and Peripheral maintenance
    - Microsoft Internet Information Services (IIS)
    - Networking basics
    - Database modeling and Structured Query Language (SQL)
    - File Transfer Protocol (FTP)
    - Rich Text Formatting (RTF)
    - Advanced DOS Batch Commands
    - Zebra Programming Language (ZPL II)
    - Troy MICR printer scripting

The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, if possible, and should be the individuals who will work directly on the project. Percentage of time work-hours committed or other identification of the proposed level of effort must be submitted.

## **5. Cost and Pricing Analysis**

Proposer must specify an hourly rate for performance of tasks and methodologies of payment. Rate must include all anticipated costs of successful implementation of all deliverables outlined. Proposer should anticipate working 30 hours per week.

## **6. Administrative Data**

The proposal should include the following administrative data:

- a. Name and address for purpose of issuing checks and/or drafts;
- b. Name and address of principal officer;
- c. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, and termination date.
- d. If the proposer was engaged by DHH/OPH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement;
- e. Proposer's federal tax identification numbers.

## **7. Corporate Financial Condition**

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

## **8. Assignments**

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

## **9. Additional Information**

Proposers may be required by DHH to provide additional information concerning proposals.

## **10. Performance Bond**

The Department shall require the contractor within ten days of negotiation and signing of the Contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the total contract amount. Or in lieu of a Performance Bond, the contractor may submit an irrevocable letter of credit for 10% of the contract amount. The proposer should provide a guarantee in its proposal that if it is awarded the contract, it shall comply with Performance Bond requirements.

#### **11. Alternative to Performance Bond**

As an alternative to the Performance Bond or letter of credit requirement in 9. above, the Department, at the request of the contractor, and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. This retainage will be released at the end of the contract period.

#### **12. Warranties**

The following 2 items must be included in the proposal:

**Warranty Against Cost Disclosure:** The proposer shall warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

**Warranty Against Broker's Fees:** The proposer shall warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract. The proposer shall also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

#### **13. Location of Active Office with Full Time Personnel**

Include all office locations (address) with full time personnel.

#### **14. Submission of Proposal**

Proposer must deliver original and 10 copies of the proposal. Proposals will be accepted until 3:00pm CST on July 8, 2004. Any proposals received after the closing date and time will not be considered. All proposals and written questions are to be submitted to:

Laurent Coggerino, Program Manager 1  
LA Office of Public Health  
Nutrition Services  
325 Loyola  
Rm. 406  
New Orleans, LA 70112  
504-568-5065  
fax: 504-568-3065  
email: [lcoggerino@dhh.la.gov](mailto:lcoggerino@dhh.la.gov)

## 4.0 Evaluation and Selection

### 4.1 Evaluation

Evaluations will be conducted by a Proposal Review Committee. Members of the Proposal Review Committee shall be appointed by Nutrition Services Chief of the Office of Public Health. The following criteria will be used to evaluate proposals.

- a. Ability to meet the needs of the Louisiana WIC Program: Ability to fit into the special needs of the Louisiana Office of Public Health.
- b. Project Cost: Hourly rate for professional services.  
Cost Formula: Lowest proposed cost will be awarded maximum points based on the following formula:  $CPS = (LPC/PC) * 30$   
Where: CPS is Cost Proposal Score for proposal  
LPC is Lowest Proposed Cost  
PC is Proposer's Cost
- c. Qualifications and Experience: The proposer's experience in maintaining PASPORT or a similar system for a WIC Program, OPH experience, mainframe and CLIPPER language experience.

The criteria and their assigned weights are:

<u>Criteria</u>	<u>Weight</u>
Ability to meet program needs (Introduction and Understanding the Project Scope):	25%
Project Cost:	30%
Personnel Qualifications:	20%
Experience:	25%
<hr/>	
TOTAL	100%

### 4.2 Selection

The State will award the contract to the proposer with the highest graded proposal. All proposers will be notified of the successful contract award.

### 4.3 Other Logistics

#### 4.3.1 Proposal Cost

All costs of the proposal shall be assumed by proposer.

#### **4.3.2 Communication and Correspondence pertaining to RFP**

All inquiries concerning the RFP shall be submitted to:

Laurent Coggerino  
Department of Health and Hospitals  
Office of Public Health  
Nutrition Services – WIC Program  
325 Loyola Avenue  
Room 406  
New Orleans, LA 70112  
Phone: 504-568-5065  
FAX: 504-568-3065  
e-mail: [lcoggerino@dhh.la.gov](mailto:lcoggerino@dhh.la.gov)

- a. All questions must be submitted in writing by the date specified in the schedule of events; a copy of all questions and answers will be sent to all proposers.
- b. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarifications from the Department liaisons shall be binding.
- c. For deadline for receipt of proposals, please refer to Schedule of Events. Proposals received after the deadline will not be considered.
- d. Proposer shall guarantee that the entire proposal submitted shall become a contractual obligation and valid if a contract is awarded.
- e. In the event it becomes necessary to revise any portion of the RFP for any reason, OPH-Nutrition Services, WIC Program, shall distribute addenda, supplements and/or amendments by certified mail to all potential proposers known to have received the RFP.

#### **4.3.3 Contact After Solicitation Deadline**

Only Laurent Coggerino has the authority to officially respond to proposer's questions on behalf of the State. Any communications from other individuals are not binding to the State.

#### **4.3.4 Rejection and Cancellation**

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. DHH and the State of Louisiana reserve the right to reject any or all proposals received in response to this solicitation.

#### **4.3.5 Completeness of Information**

Failure to furnish adequate information specifically required in this solicitation may disqualify a proposal.

#### **4.3.6 Award Without Discussion**

The Secretary of DHH reserves the right to make an award without presentations by potential proposer or further discussion of proposals received.

## **5.0 CONTRACTUAL TERMS**

### **5.1 Standard Contract Format**

The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal.

### **5.2 Mutual Obligations and Responsibilities**

The State requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached Form CF-1.

Attachments:

A: DHH CF-1 Form

B. HIPAA

C. PASPORT AND ITS ENVIRONMENT

Office of Public Health

**AND**

**FOR**

☐ Personal Services    ☐ Professional Services    ☐ Consulting Services    ☐ Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State Zip Code	7) License or Certification #
3) Telephone Number	8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
4) Mailing Address (if different)	
City and State Zip Code	8a) CFDA#(Federal Grant #)

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) <b>Effective Date</b>	11) <b>Termination Date</b>
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

**13) Maximum Contract Amount**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<b>Name</b>	
	<b>Title</b>	<b>Phone Number</b>

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**



**During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:**

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration Auditors and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office.**

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the State.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.
7. In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and are specified under "Special Provisions." The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

10. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.
11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
12. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds \$20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.
13. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.
14. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. **This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.**
18. Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor agrees that upon termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. **This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice**

- coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premise liability when the services are being performed on premises owned and operated by DHH.**
20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
21. Contractor agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

**THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.**

CONTRACTOR		STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS	
CONTRACTOR		SECRETARY	
SIGNATURE	DATE	Frederick P. Cerise, M.D., M.P.H.	DATE
NAME			
TITLE			
(Name of Regional Office, Facility)		(OFFICE NAME)	
SIGNATURE	DATE	SIGNATURE	DATE
NAME		NAME	
TITLE		TITLE Assistant Secretary	

**HIPAA Business Associate Addendum:**

This Business Associate Addendum is hereby made a part of this contract in its entirety as Appendix \_\_\_ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.  
"*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.  
"*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in sec. 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:  
In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
  - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
  - b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
  - c. Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

**PASPORT AND ITS ENVIRONMENT**

The Patient Access System Program Operations Reporting and Tracking (PASPORT) program collection is the Louisiana WIC Program's patient management and food instrument (FI) issuance system. PASPORT is a distributed program and database system running on a statewide area network (the network connects the majority of the clinics while some may use the internet or other means for upgrades and data collection.) The client side program, which is run independently at each of the state's 140 (estimated) clinics, is made up of four major functions. They are 1) appointment scheduling, 2) to collect demographic information for each woman, child, and infant participating in Louisiana WIC, 3) to collect health and nutrition information for each participant while aiding the clinic staff in determining eligibility, and 4) to issue (print) and track the food instruments.

The server side (or reporting) system is made up of a large collection of programs written for a number of platforms. One of the main functions of the reporting system is to help in the reconciliation of FI issuance information with bank redemption information.

Program upgrades, information searches, and data collection (from the bank and also from the clinic, to the New Orleans central office, then on to the Baton Rouge mainframe) are handled with the use of scripts, email, and other programs utilizing FTP, SMTP, and other third party packages (such as DameWare, PCAnywhere, and assorted 3270 terminal emulators for connecting to the mainframe.)

**Technical Breakdown****1. Client Side (Information Collection and Food Instrument Issuance)**

At each clinic running the PASPORT application there is a Novell Netware server (versions 4.x and above) that is used for central file sharing of the database files. The majority of these files are in a dBase3 format. The workstations (running Windows NT 4.0, 2000, and XP) are connected via Ethernet. Users are authenticated to the server and the program is run at each workstation under a DOS window. Other equipment that may be used by the staff at each clinic are MICR printers, ZEBRA thermal label printers, dot matrix printers, card readers, and other peripherals.

The client (user) side program is written in Clipper (A PC-Software development tool for DOS. Initially developed by Nantucket Corporation as a compiler for dBase3+ programs.), the version being used is known as "Summer '87", which was released on December 21<sup>st</sup>, 1987. Third party libraries are also used to support additional tasks such as Novell file locking.

Additional programs and scripts have been written to support tasks at the clinics, which include (but are not limited to) nightly FTP uploads, Software upgrades, and backups. Some of the languages used are Power BASIC, Visual BASIC, and Clipper 5.x.

**2. Server Side (Reporting and Reconciliation)**

The main database (stored in Adabase) resides on the Baton Rouge mainframe. Four types of records are kept on the server, 1) participant demographics, 2) participant names and aliases, 3) food instrument issuance information, and 4) participant clinical data (including history). Note that the scheduling information is not maintained on the mainframe. In addition, data for the Vendor section of Louisiana WIC (this pertains to stores and markets where the food instruments are redeemed, data includes food item pricing, contacts, compliance, investigation, and other information) is also maintained on the Baton Rouge server (Adabase) as well as locally on the New Orleans office Netware server (dBase3). The DOS based client side program (known as Vendor Profile) was written in FoxPro.

Simple editing and lookup functions can be done through a remote connection using a 3270 terminal emulator. Other unique reports and data exports are handled through User Request Forms (URF) issued to

the DHH programming and MIS group (who maintain the server and mainframe report collection.)

In many cases a subset of data is exported so that further calculations and report formatting can take place at the WIC central office in New Orleans.

A shared file storage area is maintained in Baton Rouge. This site is accessed via FTP. Files collected from clinics the night before are uploaded to the FTP server each morning. Files that are created from the mainframe runs are also put in this area so that central office staff can collect them for further processing.

Bank data is also collected every month and uploaded to Baton Rouge for reconciliation with the issuance data. A number of programs have been written to aid in this continual reconciliation process. The programs are maintained both in Baton Rouge (on the mainframe) and locally in New Orleans (on Windows based development workstations).

Other examples of reporting needs include (but are not limited to) food instrument partial redemptions, legislative and federal auditing, formula rebates, and dual participation between bordering states.

Languages used are:

- Visual Basic
- Clipper "Summer '87"
- Clipper 5.x
- Power Basic
- HTML (for reporting and web development)

Other tools used:

- Microsoft Office (notably Access and Excel)
- GroupWise
- DameWare (similar to PCAnywhere)
- 3270 Emulator(s)
- Dbase Editor(s)
- Hex Editor(s)
- Graphics Editor(s) (such as Adobe Photoshop or CorelDraw)

Fundamental knowledge of the following is required:

- Windows NT 4.0, 2000, XP
- Novell Netware 4.x and above
- PC and Peripheral maintenance
- Microsoft Internet Information Services (IIS)
- Networking basics
- Database modeling and Structured Query Language (SQL)
- File Transfer Protocol (FTP)
- Rich Text Formatting (RTF)
- Advanced DOS Batch Commands
- Zebra Programming Language (ZPL II)
- Troy MICR printer scripting